



# State of Louisiana

## Bid Invitation

### SPECIAL TERMS AND CONDITIONS

**SOLICITATION NUMBER 3000006140**

**TERMS AND CONDITIONS.** THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

**VENDOR'S FORMS.** THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

**SUBSTITUTES.** ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

**PRICE REDUCTIONS.** WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.

**DELIVERIES.** CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.

**INVOICES.** INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER, QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

**PAYMENT.** PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE MADE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.

**VENDOR LIST.** THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER SHOULD SUBMIT WITH THE BID A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.

**EVP-EFT-LACARTE:** IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

THE **LACARTE** PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE SERVICES PERFORMED.

FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:

- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.
- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

**EVP** METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

**EFT** PAYMENTS ARE SENT FROM THE STATE'S BANK DIRECTLY TO THE PAYEE'S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE AT [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf) . TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT [HTTP://WWW.DOA.LOUISIANA.GOV/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF](http://www.doa.louisiana.gov/erp/pdfs/lagov%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF) AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://www.doa.louisiana.gov/osrap/eftforwebsite.pdf)

PLEASE CHECK WHICH OPTION YOU WILL ACCEPT OR PAYMENT TYPE WILL ACCEPT ALREADY  
ENROLLED

INDICATE IF YOU ARE ALREADY ENROLLED.

LACARTE		_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
PRINTED NAME OF INDIVIDUAL AUTHORIZED

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL

**COOPERATIVE PURCHASE - NOTE:**

RESPONSE TO THIS SECTION WILL NOT AFFECT THE BID AWARD. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PROCUREMENT. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACT AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:

-----BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

-----BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF THE UNITED STATES GOVERNMENT.

-----BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD QUALIFY AS A PUBLIC PROCUREMENT UNIT.

**ACCEPTANCE.** BIDS ON THIS CONTRACT WILL BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

**CONTRACT REVISIONS.** REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER TO THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS MAY BE CONSIDERED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS. CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.

**QUANTITIES.** THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS IS MORE OR LESS THAN THE QUANTITIES SHOWN.

**ORDERS.** ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.

**CANCELLATION**

THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

**CERTIFICATION OF NO SUSPENSION OR DEBARMENT:** BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov).

**CONTRACT PERFORMANCE EVALUATION:** IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. CONTRACTORS WILL BE EVALUATED ON THE CRITERIA LISTED IN ELEMENTS 3 THROUGH 25 OF THE CONTRACT PERFORMANCE EVALUATION FORM BELOW. AGENCIES THAT USE THIS CONTRACT WILL BE RANDOMLY POLLED TO COMPLETE THE EVALUATION FORM. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR CONTRACT RENEWAL OR REVISIONS AND REBIDDING. TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO [HTTP://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF](http://www.doa.louisiana.gov/osp/onlineforms/submit/contrperformance.pdf). OR ALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.

**LAPS CONTRACTS:** THIS CONTRACT HAS BEEN DESIGNATED AS A LOUISIANA PRICING SCHEDULE ("LAPS"). THE STATE INTENDS TO USE THE FOLLOWING PROCESS BEFORE PLACING ORDERS UNDER THIS CONTRACT, AND THE CONTRACTOR EXPLICITLY UNDERSTANDS AND AGREES TO THE USE OF THIS PROCESS BEFORE ACCEPTING ORDERS UNDER THIS CONTRACT. WHERE MULTIPLE LAPS CONTRACTS EXIST FOR FUNCTIONALLY EQUIVALENT PRODUCTS AND/OR SERVICES AND THE PROCUREMENT IS ABOVE \$25,000, ALL ELIGIBLE USERS OF THESE CONTRACTS WILL UTILIZE THE FOLLOWING PROCEDURES:

1) PREPARE A REQUEST FOR RESPONSES (AN INFORMAL PROCESS USED TO MAKE A BEST VALUE DETERMINATION) THAT INCLUDES, IF APPLICABLE:

- A) PERFORMANCE-BASED STATEMENT OF WORK THAT INCLUDES SUCH THINGS AS
  - THE WORK TO BE PERFORMED
  - LOCATION OF WORK
  - PERIOD OF PERFORMANCE

- DELIVERABLE SCHEDULE
- APPLICABLE PERFORMANCE STANDARDS
- ACCEPTANCE CRITERIA
- ANY SPECIAL REQUIREMENTS (E.G., SECURITY CLEARANCES, SPECIAL KNOWLEDGE, ETC.)
- THE PRODUCTS REQUIRED (USING A GENERIC DESCRIPTION OF PRODUCTS AND FUNCTIONS WHENEVER POSSIBLE).

B) IF NECESSARY OR APPLICABLE, A REQUEST FOR SUBMITTAL OF A PROJECT PLAN FOR PERFORMING THE TASK AND INFORMATION ON THE CONTRACTOR'S EXPERIENCE AND/OR PAST PERFORMANCE PERFORMING SIMILAR TASKS.

C) A BEST VALUE DETERMINATION IS ONE THAT CONSIDERS, IN ADDITION TO UNDERLYING CONTRACT PRICING, SUCH FACTORS AS:

- PROBABLE LIFE OF THE ITEM SELECTED
- ENVIRONMENTAL AND ENERGY EFFICIENCY CONSIDERATIONS
- TECHNICAL QUALIFICATIONS
- DELIVERY TERMS
- WARRANTY
- MAINTENANCE AVAILABILITY
- ADMINISTRATIVE COSTS
- COMPATIBILITY OF AN ITEM WITHIN THE USER'S ENVIRONMENT
- USER'S FAMILIARITY WITH THE ITEM OR SERVICE

D) A REQUEST FOR SUBMITTAL OF A FIRM-FIXED TOTAL PRICE FOR LABOR AND/OR PRODUCTS WHICH ARE NO HIGHER THAN PRICES IN THE LAPS CONTRACT.

2) SUBMIT THE REQUEST FOR RESPONSE TO AT LEAST THREE (3) LAPS CONTRACT HOLDERS, WHENEVER AVAILABLE, OFFERING FUNCTIONALLY EQUIVALENT PRODUCTS AND/OR SERVICES THAT WILL MEET THE AGENCY'S NEEDS.

3) EVALUATE RESPONSES AND SELECT THE CONTRACTOR TO RECEIVE THE ORDER:

A) AFTER RESPONSES HAVE BEEN EVALUATED, THE ORDER SHALL BE PLACED WITH THE CONTRACTOR THAT REPRESENTS THE BEST VALUE THAT MEETS THE AGENCY'S NEEDS. THE ORDERING AGENCY SHOULD GIVE PREFERENCE TO SMALL ENTREPRENEURSHIPS OR SMALL AND EMERGING BUSINESSES WHEN TWO OR MORE CONTRACTORS CAN PROVIDE THE SERVICES AND/OR PRODUCTS AT THE SAME FIRM-FIXED PRICE.

B) THE ORDERING AGENCY SHALL DOCUMENT IN THE PROCUREMENT FILE THE EVALUATION OF THE CONTRACTORS' RESPONSES THAT FORMED THE BASIS FOR SELECTION. THE DOCUMENTATION SHALL IDENTIFY THE CONTRACTOR FROM WHICH THE SERVICES AND/OR PRODUCTS WERE PURCHASED, THE SERVICES AND/OR PRODUCTS PURCHASED, AND THE COST OF THE RESULTING PURCHASE ORDER.

C) PURCHASES SHALL NOT BE ARTIFICIALLY DIVIDED TO AVOID THE RE-REQUIREMENTS OF THIS SECTION WHEN RECURRING REQUIREMENTS FOR SAME PRODUCTS ARE KNOWN.

4) NOTHING HEREIN RELIEVES A STATE AGENCY FROM FOLLOWING OFFICE OF INFORMATION TECHNOLOGY REQUIREMENTS FOR SUBMISSION OF IT 10 REQUESTS, FOR ANNUAL IT BUDGET REQUESTS, OR MID-YEAR BUDGET ADJUSTMENT.

## **FEDERAL CLAUSES**

### **CIVIL RIGHTS**

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, OR HANDICAP.

### **ANTI-KICKBACK CLAUSE**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

### **CLEAN AIR ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

### **ENERGY POLICY AND CONSERVATION ACT**

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

### **CLEAN WATER ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

### **ANTI-LOBBYING AND DEBARMENT ACT**

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

### **LOUISIANA PREFERENCE.**

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES \_\_\_\_\_

SPECIFY LINE NUMBER(S): \_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED,  
PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES \_\_\_\_\_ NO \_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS  
WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES \_\_\_\_\_ NO \_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.  
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

#### **US PREFERENCE**

PROCUREMENT OF UNITED STATES PRODUCTS: IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

(1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.

(2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.

(3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

(4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS

THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO - TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? \_\_\_\_\_YES

SPECIFY LINE NUMBER(S): \_\_\_\_\_

SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED:

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET).

**MINIMUM ORDER** IS ONE HUNDRED DOLLARS (\$100.00).

**CONTRACT USAGE REPORTS:** THE CONTRACTOR SHALL SUBMIT DETAILED SALES DATA REPORTS **QUARTERLY** TO THE OFFICE OF STATE PROCUREMENT CONTRACTS MANAGER FOR THE CONTRACT IN ACCORDANCE WITH THE BELOW SCHEDULE. INITIATION AND SUBMISSION OF THE QUARTERLY REPORTS TO THE OFFICE OF STATE PROCUREMENT IS THE RESPONSIBILITY OF THE CONTRACTOR WITHOUT PROMPTING OR NOTIFICATION BY THE OFFICE OF STATE PROCUREMENT CONTRACTS MANAGER. IF THESE REPORTS ARE NOT SUBMITTED IN A TIMELY MANNER, THE OFFICE OF STATE PROCUREMENT SHALL HAVE THE RIGHT TO TERMINATE THE CONTRACT.

THE USAGE REPORT IS TO INCLUDE THE PERSON'S NAME WHO COMPILED THE REPORT AND THEIR CONTACT INFORMATION; A SUMMARY BY THE LINE ITEM WITH QUANTITY PURCHASED; TOTAL VALUE OF EACH LINE ITEM; SUMMARY OF THE TOTAL DOLLAR VOLUME OF THE ENTIRE CONTRACT; AND BE ITEMIZED BY THE PURCHASE ORDER NUMBER. THE STATE RESERVES THE RIGHT TO REQUEST COPIES OF ANY PURCHASE ORDERS.

THE USAGE REPORTS SHOULD BE SUBMITTED IN EXCEL FORMAT OR AN EQUIVALENT FORMAT APPROVED BY THE OFFICE OF STATE PROCUREMENT.

SCHEDULE FOR SUBMITTAL OF USAGE REPORTS:

<u>QUARTER</u>	<u>PAYMENT PERIOD</u>	<u>PAYMENT DUE DATE</u>
FIRST QUARTER	JULY 1 THROUGH SEPTEMBER 30	OCTOBER 31
SECOND QUARTER	OCTOBER 1 THROUGH DECEMBER 31	JANUARY 31
THIRD QUARTER	JANUARY 1 THROUGH MARCH 31	APRIL 30
FOURTH QUARTER	APRIL 1 THROUGH JUNE 30	JULY 31

**USAGE:** BRAND NAME LAWN CARE EQUIPMENT CONTRACTS ARE EXPECTED TO HAVE \$100,000.00 USAGE ANNUALLY. THIS USAGE AMOUNT MAY BE WAIVED IN WHOLE OR IN PART DUE TO EXTENUATING CIRCUMSTANCES, IN THE STATE'S BEST INTEREST. THE OFFICE OF STATE PURCHASING WILL CONSIDER CONTRACT PURCHASES FROM BOTH STATE AGENCIES AND POLITICAL SUBDIVISIONS. THE INABILITY OR FAILURE TO TIMELY PRODUCE USAGE REPORTS EVIDENCING ADEQUATE SALES VOLUMES MAY RESULT IN CANCELLATION OF YOUR BRAND NAME CONTRACT FOR A PERIOD OF TWO (2) YEARS.



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NOTICE: THIS CONTRACT CONTAINS SEVERAL PROVISIONS THAT HAVE NOT BEEN INCLUDED IN ANY  
PREVIOUS EQUIPMENT TYPE CONTRACT. BIDDERS ARE CAUTIONED TO READ ALL SECTIONS OF THIS  
CONTRACT.  
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### SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY  
CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE  
INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE  
CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

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BIDDER SIGNATURE

**RENEWAL OPTION:** AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE  
CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH  
PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED  
THIRTY-SIX (36) MONTHS.

**NON-BINDING ESTIMATES; RESERVE RIGHT TO BUY FROM GPO"** THE VENDOR UNDERSTANDS AND  
AGREES THAT THE SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT THE STATE RESERVES THE  
RIGHT TO PROCURE IN WHOLE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP PURCHASING  
ORGANIZATION UPON THE STATE'S DETERMINATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN  
THE STATE'S BEST INTEREST."

### SPECIAL CONDITIONS

**SCOPE:** THE PURPOSE OF THIS BID PROPOSAL IS TO ESTABLISH A NON EXCLUSIVE CONTRACT TO  
PURCHASE LAWN CARE/GOLF & TURF EQUIPMENT, PARTS, ATTACHMENTS AND ACCESSORIES FOR THE  
STATE OF LOUISIANA AGENCIES AND/OR POLITICAL SUBDIVISIONS. THIS CONTRACT IS INTENDED TO  
COVER THE STATE'S NORMAL REQUIREMENTS FOR VARIOUS LAWN CARE/GOLF & TURF EQUIPMENT,  
PARTS, ACCESSORIES AND ATTACHMENTS NOT EXCEEDING A VALUE OF \$49,999 COST PER UNIT FOR  
THE EQUIPMENT LISTED BELOW:

WALK BEHIND LAWN MOWERS  
ZERO TURN LAWN MOWERS  
FRONT ZERO MOUNT TURN LAWN MOWERS  
MID MOUNT ZERO TURN LAWN MOWERS

ONLY THE EQUIPMENT ABOVE, THEIR ATTACHMENTS PARTS & ACCESSORIES WILL BE COVERED UNDER  
THIS CONTRACT. THIS CONTRACT WILL NOT COVER ITEMS COMMONLY IDENTIFIED AS INDUSTRIAL,  
AGRICULTURE EQUIPMENT AND UTILITY/ATV VEHICLES OF ANY TYPE.

**METHOD OF AWARD:** METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO MAKE AN AWARD ON AN ALL-OR-NONE BASIS TO THE BIDDER OFFERING THE GREATEST OVERALL DISCOUNT OFF THE MANUFACTURER'S PUBLISHED PRICE LIST SHOWN WHETHER THE BIDDER IS THE MANUFACTURER OR A DISTRIBUTOR FOR THE BRAND OF EQUIPMENT.

THE STATE RESERVES THE RIGHT NOT TO AWARD ANY ITEMS BID AT A ZERO PERCENT DISCOUNT AND TO WAIVE ANY INFORMALITIES.

**GSA CONTRACTS:** VENDOR SHOULD SUPPLY WITH THEIR BID(S) A CURRENT PUBLISHED GSA PRICE LIST FOR ALL PRODUCTS BEING BID. IF THE VENDOR DOES NOT HAVE A GSA CONTRACT, COPIES OF EXISTING CONTRACTS WITH OTHER STATES SHOULD BE SUBMITTED. PRICING SHALL BE COMPETITIVE WITH THE VENDOR'S CURRENT GSA PRICES AND/OR CONTRACTS WITH OTHER STATES. A COPY OF THE MANUFACTURER'S CURRENT PUBLISHED PRICE LIST IS ALSO REQUIRED. THE TERM PUBLISHED PRICE LIST IS INTENDED TO MEAN A COMMERCIALY AVAILABLE PRINTED COMPREHENSIVE MANUFACTURER'S PRICE LIST AND NOT A TYPED LISTING.

**DELIVERY:** BIDDERS ARE CAUTIONED THAT EXCESSIVE DELIVERY SCHEDULES AS DETERMINED BY THIS DIVISION, MAY BE CAUSE FOR NON AWARD. THE STATE EXPECTS THAT THE DELIVERY SCHEDULE OFFERED HEREIN TO BE FIRM AND FULLY EXPECTS COMPLIANCE WITH THE STATED DELIVERY SCHEDULE.

**PLEASE NOTE:** VENDORS RESPONDING TO THIS REQUEST FOR BID MUST UNDER STAND THAT THE UNITS ORDERED SHALL BE DELIVERED FOB AGENCY'S DOCK, TO THE AGENCY'S SPECIFIED LOCATION WITHIN THE STATE OF LOUISIANA.

CONTRACT PRICES SHALL INCLUDE ALL PREPARATION AND TRANSPORTATION CHARGES. NO ADDITIONAL CHARGES WILL BE ALLOWED. BID PRICE SHALL REFLECT ANY, AND ALL, ANTICIPATED EXPENSES REQUIRED TO DELIVER UNIT(S)

**BID OPENING:** IT SHALL BE SPECIFICALLY AGREED AND UNDERSTOOD THAT ALL BIDDERS MAY ATTEND THE BID OPENING BUT NO OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED BY INTERESTED PARTIES WITHIN SEVENTY-TWO (72) HOURS AFTER BID OPENING.

**WITHDRAWAL REQUESTS:** BIDS CONTAINING PATENTLY OBVIOUS, UNINTENTIONAL, AND SUBSTANTIAL MECHANICAL, CLERICAL, OR MATHEMATICAL ERRORS MAY BE WITHDRAWN BY THE BIDDER ONLY IF CLEAR AND CONVINCING WRITTEN EVIDENCE OF SUCH ERROR IS FURNISHED TO THE DIRECTOR OF STATE PURCHASING WITHIN SEVENTY-TWO (72) HOURS OF THE BID OPENING, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. SUCH ERRORS MUST BE CLEARLY SUPPORTED BY OBJECTIVE EVIDENCE DRAWN FROM INSPECTION OF THE ORIGINAL WORK PAPERS, DOCUMENTS, OR MATERIALS USED IN THE PREPARATION OF THE ITEM(S) REQUESTED TO BE WITHDRAWN. IF DETERMINED BY THE DIRECTOR OF STATE PURCHASING THAT THE ERRORS ARE SUBSTANTIATED AND THAT THE BID WAS SUBMITTED IN GOOD FAITH, THE WITHDRAWAL SHALL BE ALLOWED. WITHDRAWALS MADE AFTER SEVENTY-TWO (72) HOURS OF THE BID OPENING TIME AND DATE MAY BE ASSESSED A PENALTY. THE PENALTY MAY BE THE DIFFERENCE BETWEEN THE LOWEST RESPONSIVE SUCCESSFUL BIDDER, AND THE NEXT RESPONSIVE SUCCESSFUL BIDDER, MULTIPLIED BY THE ANTICIPATED CONTRACT USAGE FOR THAT EQUIPMENT.

**PRICE LISTS:** IF NOT PREVIOUSLY RECEIVED, EACH BIDDER IS TO SUBMIT WITH THE BID, A COMPLETE SET OF THE CURRENT MANUFACTURER'S PUBLISHED PRICE LIST WHICH COVERS ALL EQUIPMENT, PARTS, AND ACCESSORIES COMMONLY TERMED LAWN CARE/GOLF & TURF EQUIPMENT. IF ONLY ONE LINE OR TYPE OF EQUIPMENT IS BID FROM ONE MANUFACTURER'S LINE, THE PART NUMBERS FOR THE ITEM(S) MUST BE FOUND IN THE MANUFACTURER'S PRICE LIST. THE PRICE LIST IS TO REFLECT ONLY LIST PRICES. ALTERED, OR UNPUBLISHED PRICE LISTS MAY SUBJECT YOUR BID TO REJECTION. THE SUCCESSFUL CONTRACTOR SHALL FURNISH PRICE LISTS, CATALOGS, AND DESCRIPTIVE LITERATURE TO ANY USING AGENCY UPON REQUEST OF THE AGENCY, IN A TIMELY MANNER, AT NO COST TO THE AGENCY.

**WARRANTY:** BIDDER SHOULD FURNISH ALL WARRANTY INFORMATION WITH BID PROPOSAL.

#### **GENERAL CONDITIONS FOR LAWN CARE/GOLF & TURF EQUIPMENT**

**DESIGN:** ALL LAWN CARE/GOLF & TURF EQUIPMENT NOT EXCEEDING \$49,999 NET COST PER UNIT, AS DEFINED UNDER "SPECIAL CONDITIONS" SHALL BE NEW MODELS THAT ARE IN CURRENT PRODUCTION. ALL UNITS SHALL BE COMPLETE WITH ALL NECESSARY OPERATING COMPONENTS AND ACCESSORIES CUSTOMARILY FURNISHED, TOGETHER WITH SUCH MODIFICATIONS AS NECESSARY TO ENABLE THE EQUIPMENT TO FUNCTION RELIABLY AND EFFICIENTLY IN SUSTAINED OPERATION. THE UNIT AND ALL ALLIED EQUIPMENT SHALL BE DESIGNED TO PERMIT READY ACCESSIBILTY FOR MAINTENANCE PURPOSES WITH MINIMAL DISTURBANCE OF OTHER COMPONENTS OR ASSEMBLIES. WHERE STANDARD EQUIPMENT IS ORDERED, ITEMS LESS THAN STANDARD EQUIPMENT WILL NOT BE ACCEPTED.

**EMISSION CONTROLS:** ALL MOTORIZED LAWN CARE/GOLF & TURF EQUIPMENT SHALL COMPLY WITH THE REGULATIONS OF THE ENVIRONMENTAL PROTECTION AGENCY GOVERNING CONTROL OF AIR POLLUTION FROM NEW LAWN CARE/GOLF & TURF EQUIPMENT ENGINES IN EFFECT ON THE DATE OF MANUFACTURE.

**COOLING SYSTEM:** SHALL BE MANUFACTURER'S STANDARD EQUIPMENT FOR THE MODEL(S) ORDERED. COOLING SYSTEM DESIGN AND CAPACITY SHALL MAINTAIN THE ENGINE AT OPTIMUM SAFE TEMPERATURE UNDER ALL OPERATING CONDITIONS WITHOUT ANY LOSS OF COOLANT OR OVERHEATING OF THE ENGINE AND COMPONENTS.

**INVOICES/PAYMENTS:** INVOICE DATES SHALL COINCIDE WITH THE DATE OF DELIVERY OF THE EQUIPMENT. TERMS ARE NET 30 DAYS AND WILL NOT COMMENCE UNTIL THE DIVISION OF ADMINISTRATION/USER AGENCY ACCEPTS THE EQUIPMENT AS FULLY COMPLYING WITH PURCHASE/RELEASE ORDERS. POLITICAL SUBDIVISIONS WILL SEND THEIR PURCHASE ORDERS DIRECTLY TO THE VENDOR. STATE PURCHASING WILL NOT ISSUE THE PURCHASE ORDERS FOR POLITICAL SUBDIVISIONS.

**TAXES:** IN ACCORDANCE WITH ACT NO. 1029 OF THE 1991 LOUISIANA REGULAR LEGISLATIVE SESSION, STATE AGENCIES, BOARDS, AND COMMISSIONS ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES EFFECTIVE SEPTEMBER 1, 1991. ALL AD VALOREM TAXES SHALL BE THE RESPONSIBILITY OF THE VENDOR. NO AD VALOREM TAXES MAY BE CHARGED ON OPTIONAL EQUIPMENT TO BE ADDED TO THE BASE INDUSTRIAL APPARATUS AT A LATER DATE.

**ASSIGNMENTS:** NO CONTRACT, OR PURCHASE ORDER, OR PROCEEDS THEREOF MAY BE ASSIGNED, SUBLET, OR TRANSFERRED WITHOUT WRITTEN CONSENT OF THE COMMISSIONER OF ADMINISTRATION. FAILURE OF THE CONTRACTOR TO MEET STATED DELIVERY SCHEDULES MAY BE CAUSE FOR REMOVAL FROM THE CONTRACT.

**DELIVERY:** FAILURE OF THE CONTRACTOR TO MEET STATED DELIVERY SCHEDULES MAY BE CAUSE FOR REMOVAL FROM THE CONTRACT.

**PARTS DELIVERY:** IT IS EXPECTED THAT THE DELIVERY OF REPLACEMENT PARTS SHOULD NOT EXCEED THREE (3) WORKING DAYS A.R.O.

ALL UNITS SHALL BE DELIVERED FULLY SERVICED AND READY FOR USE AND WILL BE ACCEPTED IN ACCORDANCE WITH INDIVIDUAL PURCHASE ORDERS. THE VENDOR SHALL BE REQUIRED TO MAKE ANY NECESSARY ADJUSTMENTS OR INSTALL OMITTED EQUIPMENT PRIOR TO ACCEPTANCE OF THE UNIT(S). NO FACILITIES OR PERSONNEL WILL BE PROVIDED BY THE STATE TO HANDLE ANY MAKE-READY

**DEFINITIONS:** (FOR THE PURPOSE OF CLARIFICATION) STATE AGENCIES SHALL BE DEFINED AS ALL DEPARTMENTS, DIVISIONS, OFFICES UNIVERSITIES, VO-TECH SCHOOLS, BOARDS, COMMISSIONS, ETC. POLITICAL SUBDIVISIONS ARE DEFINED AS ALL LOCAL AND REGIONAL GOVERNMENTAL AND TAX SUPPORTED ORGANIZATIONS WHICH OPERATE INDEPENDENTLY OF THE STATE, SUCH AS POLICE JURIES, CITIES, TOWNS, COUNCILS, HOSPITALS, ETC.

**NON-EXCLUSIVE:** THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

**DURATION OF CONTRACT:** THE STATE OF LOUISIANA INTENDS TO AWARD ALL LINES FOR AN INITIAL PERIOD, NOT TO EXCEED SIX (6) MONTHS. AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FIVE (5) ADDITIONAL SIX (6) MONTH PERIODS AT THE SAME DISCOUNT, TERMS, AND CONDITIONS AS IN THE ORIGINAL BID. CONTRACT NOT TO EXCEED THIRTY-SIX (36) MONTHS.

**CONTRACTUAL PERIOD:** CONTRACT SHALL BE EFFECTIVE FOR A TWELVE MONTH PERIOD BEGINNING ---  
-----AND ENDING -----. VENDOR SHALL DELIVER TO THE STATE ALL EQUIPMENT FOR ORDERS WHICH ARE PLACED THROUGH CONTRACT PERIOD.

**PRICE LIST CHANGES:** ANY PRICE LIST CHANGES MUST BE APPROVED BY THE OFFICE OF STATE PURCHASING. PRICE LIST CHANGES WILL BE CONSIDERED ONCE IN EACH CONTRACT PERIOD BEGINNING IN INITIAL AWARD PERIOD. THE ORIGINAL PRICE LIST DISCOUNT AWARDED SHALL REMAIN CONSTANT THROUGHOUT THE DURATION OF THE CONTRACT AND RENEWALS. DEEPER DISCOUNTS WILL BE ACCEPTED.

**SALES REPORTS:** THE CONTRACTOR AGREES TO PROVIDE SALES REPORTS (EACH ANNIVERSARY) TO THE STATE IN THE EXECUTION AND MANAGEMENT OF THIS CONTRACT. THE REPORT MUST CONTAIN THE FOLLOWING: REPORTING TIME PERIOD, CONTRACT NUMBER, CONTRACTOR NAME, ITEM DESCRIPTION, QUANTITY OF EACH ITEM SOLD, THE DOLLAR VALUE OF THE ITEMS SOLD, AND

THE NAME OF THE PURCHASING ENTITY. THE REPORT IS TO BE SORTED ALPHABETICALLY BY THE PURCHASING ENTITY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COLLECT SALES DATA FROM THEIR DEALERS/ DISTRIBUTORS FOR THIS REPORT. REQUESTED REPORTS WILL BE DUE WITHIN FIFTEEN (15) WORKING DAYS AFTER THE END OF THE REPORTING PERIOD. FAILURE OF THE CONTRACTOR TO COMPLY WITH THIS REQUIREMENT MAY SUBJECT THE CONTRACTOR TO REMOVAL FROM THE CONTRACT.

**MINIMUM ORDER:** THE MINIMUM ORDER, QUALIFYING FOR PREPAID TRANSPORTATION, IS ONE (1) UNIT (APPARATUS, ATTACHMENT, OR PART) EXCEEDING \$99.99.

**TRANSPORTATION CHARGES:** ALL GOODS SHALL BE DELIVERED F.O.B. DESTINATION FOR ALL ORDERS EQUAL TO, OR GREATER THAN THE MINIMUM ORDER, WHEN SHIPPED TO A SINGLE DESTINATION. TRANSPORTATION CHARGES LEVIED BY THE CONTRACTOR FOR ORDERS EQUAL TO, OR GREATER THAN **THE MINIMUM ORDER**, WHEN SHIPPED TO A SINGLE DESTINATION, MAY BE CAUSE FOR REMOVAL OF THE CONTRACTOR FROM THE CONTRACT. IN INSTANCES WHERE CONTRACTOR MAKES PARTIAL SHIPMENTS OF AN ORDER TO ONE DESTINATION WHICH IS EQUAL TO, OR GREATER THAN THE MINIMUM ORDER, ALL SHIPMENTS OF THE ORDER SHALL BE SENT F.O.B. DESTINATION WITH NO ADDITIONAL TRANSPORTATION CHARGES.

**WARRANTY:** UNLESS SPECIFIED ELSEWHERE FOR SPECIAL COMPONENT, EQUIPMENT PROCURED UNDER THESE SPECIFICATIONS SHALL BE FULLY WARRANTED AGAINST DEFECTIVE MATERIALS OR WORKMANSHIP BY THE MANUFACTURER FOR A PERIOD OF NOT LESS THAN TWELVE (12) MONTHS OR 1500 HOURS OF USE (WHICHEVER COMES FIRST) FROM DATE OF DELIVERY AND ACCEPTANCE. HOWEVER, IF ADDITIONAL WARRANTY COVERAGE ON THE WHOLE OR ANY COMPONENTS OF THE EQUIPMENT, IN THE FORM OF TIME AND/OR HOURS INCLUDING ANY PRO RATA ARRANGEMENTS, IS NORMALLY EXTENDED TO COMMERCIAL CUSTOMERS, THE STATE SHALL RECEIVE CORRESPONDING WARRANTY BENEFITS. ALL EQUIPMENT DELIVERED SHALL MEET OR EXCEED THE MANUFACTURER'S PUBLISHED SPECIFICATIONS.

**EXTENDED WARRANTIES** WILL ONLY BE INCLUDED AS PART OF THIS CONTRACT IF A FIRM PERCENT AND/OR PRICE IS LISTED IN THE MANUFACTURER'S CURRENT PUBLISHED PRICE LIST.

THE CONTRACTOR AGREES TO REPLACE FREE OF CHARGE ALL DEFECTIVE PARTS DELIVERED UNDER THIS CONTRACT. ALL TRANSPORTATION CHARGES COVERING THE RETURN AND THE REPLACEMENT OF DEFECTIVE PARTS SHALL BE PAID BY THE CONTRACTOR.

**MATERIALS:** MATERIALS USED SHALL BE NEW AND THAT QUALITY CONFORMING TO CURRENT ENGINEERING AND MANUFACTURING PRACTICES. MATERIALS SHALL BE FREE OF DEFECTS AND SHALL BE SUITABLE FOR THE INTENDED SERVICE.

**MANUFACTURER'S STANDARD COLORS WILL BE ACCEPTABLE.**

SERVICE AND REPAIR: THE STATE OF LOUISIANA SHALL EXPECT THE MANUFACTURER TO HAVE ADEQUATE STOCKS OF REPLACEMENT PARTS AVAILABLE TO SERVICE STATE PURCHASED EQUIPMENT AND TO MAKE DELIVERY WITHIN A REASONABLE TIME OF ALL NORMAL REPLACEMENT PARTS TO THEIR DEALERS WHO MAY SERVICE STATE PURCHASED EQUIPMENT. THE STATE FURTHER EXPECTS THAT WARRANTY SERVICE AND REPAIRS AS WELL AS NON-WARRANTY SERVICE AND REPAIRS WILL BE HANDLED WITHOUT PREJUDICE BY LOCAL DEALERS THROUGHOUT THE STATE OF LOUISIANA.

**RESPONSIBILITY FOR INSPECTION:** UNLESS OTHERWISE SPECIFIED IN THE CONTRACT OR PURCHASE ORDER, THE SUPPLIER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL INSPECTION AND TEST REQUIREMENTS NECESSARY TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THIS AND THE APPLICABLE DETAILED SPECIFICATIONS. THIS ACTION DOES NOT PRECLUDE SUBSEQUENT INSPECTION AND TESTING BY THE STATE OF LOUISIANA TO FURTHER DETERMINE CONFORMANCE WITH THE SPECIFICATION REQUIREMENTS OF QUALITY STANDARDS OF WORKMANSHIP, MATERIAL AND CONSTRUCTION TECHNIQUES.

**PRE-DELIVERY SERVICING AND ADJUSTMENT:** THE VENDOR SHALL NOT ATTACH ANY VENDOR IDENTIFICATION, ADVERTISING, OR SIMILAR MATERIAL TO THE EQUIPMENT. THE EQUIPMENT SHALL BE CLEAN AND FREE FROM DEFECTS WHEN DELIVERED. PRIOR TO ACCEPTANCE BY THE STATE, THE VENDOR SHALL SERVICE AND ADJUST THE EQUIPMENT FOR OPERATIONAL USE, TO INCLUDE AS A MINIMUM, THE FOLLOWING:

1. FOCUSING OF ANY LIGHTS.
2. TUNING OF ENGINE.
3. ADJUSTMENT OF ACCESSORIES.
4. CHECKING OF ELECTRICAL, BRAKING, AND SUSPENSION SYSTEMS.
5. CHARGING OF BATTERY(S).
6. INFLATION OF TIRES.
7. COMPLETE LUBRICATION OF ENGINE, CHASSIS, AND OPERATING MECHANISMS, WITH RECOMMENDED GRADES OF LUBRICANTS FOR THE AMBIENT AIR TEMPERATURE AT THE POINT OF DELIVERY.
8. SERVICING OF ANY COOLING SYSTEM WITH PERMANENT TYPE ANTIFREEZE AND SUMMER COOLANT FOR MINUS 20 DEGREES FAHRENHEIT PROTECTION.
9. CHECK ALL BELTS AND BLADES ON MOWERS FOR CORRECT TIGHTNESS.

**PRICE LISTS:** THE SUCCESSFUL CONTRACTOR SHALL FURNISH PRICE LISTS, CATALOGS, AND DESCRIPTIVE LITERATURE TO ANY USING AGENCY UPON REQUEST OF THE AGENCY, IN A TIMELY MANNER, AT NO COST TO THE AGENCY.

**ADMINISTRATIVE FEE**

CONTRACTOR SHALL PAY A **1.0% ADMINISTRATIVE** FEE TO THE STATE OF LOUISIANA, OFFICE OF STATE PROCUREMENT IN EXCHANGE FOR THE MANAGEMENT AND FACILITATION OF THIS CONTRACT. THE CALCULATION OF THIS FEE INCLUDES ANY ENTITY RECEIVING CONTRACT PRICING RESULTING FROM THIS CONTRACT. THE FEE SHALL BE SUBMITTED QUARTERLY AND SHALL BE BASED ON THE TOTAL NET (GROSS SALES MINUS RETURNS, CREDITS AND DEDUCTIONS) SALES TO THE STATE OF LOUISIANA. THE CHECK SHALL BE MADE PAYABLE TO THE STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF STATE PROCUREMENT AND MAILED TO THE OFFICE OF STATE PROCUREMENT, ATTN: KARA ALLEN, P. O. BOX 94095, BATON ROUGE, LA 70804-9095. THE CALCULATION OF THE ADMINISTRATIVE FEE SHALL BEGIN IMMEDIATELY UPON EXECUTION OF THE CONTRACT AND PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

### ADMINISTRATIVE FEE QUARTERLY REPORTING SCHEDULE

QUARTER	PAYMENT PERIOD	QUARTERLY PAYMENT DUE DATE
FIRST QUARTER	JULY 1 – SEPTEMBER 30	OCTOBER 31
SECOND QUARTER	OCTOBER 1 – DECEMBER 31	JANUARY 31
THIRD QUARTER	JANUARY 1 – MARCH 31	APRIL 30
FOURTH QUARTER	APRIL 1 – JUNE 30	JULY 31

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#### NOTE

ANY QUESTIONS CONCERNING SPECIFICATIONS, PLEASE CONTACT BUYER IMMEDIATELY BUT NO LATER THAN SEVEN (7) DAYS PRIOR TO BID OPENING

RUFUS NWOGU

PHONE (225) 342-8019

FAX (225) 342-9060

EMAIL RUFUS.NWOGU@LA.GOV

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